

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

---

DANIEL JUNK

No.: 07-CIV-4640 (LMM)(GWG)

Plaintiff,

**REPLY TO COUNTERCLAIMS**

- against -

AON CORP., AON SERVICE CORPORATION  
and AON CONSULTING, INC.

Defendants.

---

Plaintiff, by his attorneys, Decker Decker Dito & Internicola, LLP, for his Reply to the Defendants' counterclaims, alleges as follows:

AONS COUNTERCLAIMS

Factual Background

1. Plaintiff denies the allegations contained in Paragraph "1" and refers to the exhibited application for the terms and import thereof.
2. Plaintiff admits the allegations contained in Paragraph "2".
3. Plaintiff denies the allegations contained in Paragraph "3", except admits that Plaintiff discussed his qualifications and experience.
4. Plaintiff denies the allegations contained in Paragraph "4", except admits that Plaintiff discussed his qualifications and experience.
5. Plaintiff denies the allegations contained in Paragraph "5", except admits that Plaintiff discussed his qualifications and experience.
6. Plaintiff denies the allegations contained in Paragraph "6", except admits that

Plaintiff was offered an employment position with Defendant.

7. Plaintiff denies the allegations contained in Paragraph “7”.

8. Plaintiff denies the allegations contained in Paragraph “8”, except admits that Plaintiff was offered an employment position with Defendant.

9. Denies the allegations contained in Paragraph “9”, and refers to the exhibited agreement for the terms and import thereof.

10. Denies the allegations contained in Paragraph “10”, and refers to the exhibited agreement for the terms and import thereof.

11. Denies the allegations contained in Paragraph “11”, and refers to the exhibited agreement for the terms and import thereof.

12. Denies the allegations contained in Paragraph “12”, except admits that plaintiff was employed by defendants.

13. Denies the allegations contained in Paragraph “13” and refers to the exhibited agreement for the terms and import thereof.

14. Denies the allegations contained in Paragraph “14” and refers to the exhibited agreement for the terms and import thereof.

15. Denies the allegations contained in Paragraph “15” and refers to the exhibited agreement for the terms and import thereof.

16. Denies the allegations contained in Paragraph “16” and refers to the exhibited agreement for the terms and import thereof.

17. Denies the allegations contained in Paragraph “17” and refers to the exhibited agreement for the terms and import thereof.

18. Denies the allegations contained in Paragraph “18” and refers to the exhibited

agreement for the terms and import thereof.

19. Denies the allegations contained in Paragraph “19” and refers to the exhibited agreement for the terms and import thereof.

20. Denies the allegations contained in Paragraph “20” and refers to the exhibited agreement for the terms and import thereof.

21. Admits the allegations contained in Paragraph “21”

22. Denies the allegations contained in Paragraph “22”.

23. Denies the allegations contained in Paragraph “23”, except admits that he attended the Lex Mundi conference on behalf of defendant.

24. Admits the allegations contained in Paragraph “24”.

25. Admits the allegations contained in Paragraph “25”.

26. Denies knowledge and information sufficient to form a belief as to the truth of the allegations contained in Paragraph “26”.

27. Denies the allegations contained in Paragraph “27”.

28. Denies the allegations contained in Paragraph “28”.

29. Denies the allegations contained in Paragraph “29”.

30. Denies the allegations contained in Paragraph “30”.

31. Denies knowledge and information sufficient to form a belief as to the truth of the allegations contained in Paragraph “31”.

32. Denies knowledge and information sufficient to form a belief as to the truth of the allegations contained in Paragraph “32”.

33. Denies the allegations contained in Paragraph “33”.

34. Denies the allegations contained in Paragraph “34” and refers to any policy

statements for the terms and import thereof.

35. Denies the allegations contained in Paragraph “35” and refers to any policy statements for the terms and import thereof.

36. Denies the allegations contained in Paragraph “36”.

37. Denies the allegations contained in Paragraph “37”.

38. Denies the allegations contained in Paragraph “38”.

39. Admits the allegations contained in Paragraph “39”.

40. Denies the allegations contained in Paragraph “40”.

#### First Counterclaim

41. In response to Paragraph “41”, Plaintiff repeats, reiterates and re-alleges each and every response set forth in Paragraphs “1” through “40” of this Reply, as if fully set forth herein.

42. Admits the allegations contained in Paragraph “42” .

43. Denies the allegations contained in Paragraph “43”.

44. Denies the allegations contained in Paragraph “44”.

45. Denies the allegations contained in Paragraph “45”.

46. Denies the allegations contained in Paragraph “46”.

#### Second Counterclaim

47. In response to Paragraph “47”, Plaintiff repeats, reiterates and re-alleges each and every response set forth in Paragraphs “1” through “46” of this Reply, as if fully set forth herein.

48. Denies the allegations contained in Paragraph “48”.

49. Denies the allegations contained in Paragraph “49”.

#### Third Counterclaim

50. In response to Paragraph “50”, Plaintiff repeats, reiterates and re-alleges each and

every response set forth in Paragraphs “1” through “49” of this Reply, as if fully set forth herein.

51. Denies the allegations contained in Paragraph “51”.

52. Denies the allegations contained in Paragraph “52”.

53. Denies the allegations contained in Paragraph “53”.

54. Denies the allegations contained in Paragraph “54”.

55. Denies the allegations contained in Paragraph “55”.

56. Denies the allegations contained in Paragraph “56”.

57. Denies the allegations contained in Paragraph “57”.

58. Denies the allegations contained in Paragraph “58”.

59. Denies the allegations contained in Paragraph “59”.

60. Denies the allegations contained in Paragraph “60”.

#### Fourth Counterclaim

61. In response to Paragraph “61”, Plaintiff repeats, reiterates and re-alleges each and every response set forth in Paragraphs “1” through “60” of this Reply, as if fully set forth herein.

62. Denies the allegations contained in Paragraph “62”.

63. Denies the allegations contained in Paragraph “63”.

64. Denies the allegations contained in Paragraph “64”.

65. Denies the allegations contained in Paragraph “65”.

66. Denies the allegations contained in Paragraph “66”.

#### Fifth Counterclaim

67. In response to Paragraph “67”, Plaintiff repeats, reiterates and re-alleges each and every response set forth in Paragraphs “1” through “67” of this Reply, as if fully set forth herein.

68. Denies the allegations contained in Paragraph “68”.

69. Denies the allegations contained in Paragraph “69”.

70. Denies the allegations contained in Paragraph “70”.

Sixth Counterclaim

71. In response to Paragraph “71”, Plaintiff repeats, reiterates and re-alleges each and every response set forth in Paragraphs “1” through “70” of this Reply, as if fully set forth herein.

72. Denies the allegations contained in Paragraph “72”.

73. Denies the allegations contained in Paragraph “73”.

74. Denies the allegations contained in Paragraph “74”.

75. Denies the allegations contained in Paragraph “75”.

76. Denies the allegations contained in Paragraph “76”.

77. Denies the allegations contained in Paragraph “77”.

78. Denies the allegations contained in Paragraph “78”.

Seventh Counterclaim

79. In response to Paragraph “79”, Plaintiff repeats, reiterates and re-alleges each and every response set forth in Paragraphs “1” through “78” of this Reply, as if fully set forth herein.

80. Denies the allegations contained in Paragraph “80”.

81. Denies the allegations contained in Paragraph “81”.

82. Denies the allegations contained in Paragraph “82”.

83. Denies the allegations contained in Paragraph “83”.

84. Denies the allegations contained in Paragraph “84”.

Plaintiff’s First Affirmative Defense

85. Each and every counterclaim fails to state a claim upon which relief may be granted.

Plaintiff's Second Affirmative Defense

86. Defendants' counterclaims are barred by the statute of frauds.

Plaintiff's Third Affirmative Defense

87. Defendants' counterclaims are barred by the merger doctrine and the express language of any alleged employment and confidentiality agreements between Plaintiff and Defendants.

Plaintiff's Fourth Affirmative Defense

88. Defendants' counterclaims are barred by the doctrine of unclean hands.

Plaintiff's Fifth Affirmative Defense

89. Defendants' counterclaims are barred by the doctrine of laches and estoppel.

Plaintiff's Sixth Affirmative Defense

90. Defendants' counterclaims are barred by the doctrine of waiver.

Plaintiff's Seventh Affirmative Defense

91. Defendants' failed to mitigate their damages, if any.

Plaintiff's Eighth Affirmative Defense

92. Defendants' failed to allege special damages.

Plaintiff's Ninth Affirmative Defense

93. Defendants' alleged wrongful and fraudulent acts interfered with the performance of any and all agreements with Plaintiff in that Plaintiff could not offer or sell fraudulent, misleading and misidentified goods and services to customers.

Plaintiff's Tenth Affirmative Defense

94. At all times, Plaintiffs alleged termination was a pre-text for Plaintiff's reporting of the fraudulent and wrongful activities alleged in the complaint.

WHEREFORE, Plaintiff respectfully requests that the Court enter judgment dismissing defendants' counterclaims in their entirety and for such other and further relief as the Court deems just and equitable.

Dated: February 15, 2008  
Staten Island, New York

DECKER DECKER DITO & INTERNICOLA, LLP

By: /s/ Charles N. Internicola  
Charles N. Internicola (CNI4059)  
Attorneys for Plaintiff  
1610 Richmond Road  
Staten Island, NY 10304  
T. 718. 979. 4300

To:  
Lori J. Van Auken, Esq.  
200 Park Avenue  
New York, NY 10166



